

RESOLUTION NO. 4457

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A UTILITY EASEMENT FOR PUGET SOUND ENERGY

WHEREAS, the Valley Regional Fire Authority ("VRFA") is constructing a new facility known as the Lakeland Fire Station #33, which construction requires improvements to the Pierce County ("County") roads; and

WHEREAS, in order to provide electrical service to the fire station, Puget Sound energy needs to place equipment and transmission lines on property owned by the City of Auburn ("City"); and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, HEREBY RESOLVES as follows:

Section 1. That the Mayor is hereby authorized to grant a Utility Easement for purposes of transmission, distribution and sale of electricity in substantially the same form as at Exhibit A to Puget Sound Energy, a Washington Corporation.

Section 2. That the Mayor is authorized to implement such administrative procedures as may be necessary to carry out the directives of this legislation.

Section 3. That this Resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and Signed this _____ day of _____, 2009.

CITY OF AUBURN

PETER B. LEWIS
MAYOR

ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:



Daniel B. Heid, City Attorney

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
3130 So. 38th Street
Tacoma, Wa 98409
TW

EASEMENT

REFERENCE #:
GRANTOR: CITY OF AUBURN
GRANTEE: PUGET SOUND ENERGY, INC.
SHORT LEGAL: NE SE 05-20N-05E
ASSESSOR'S PROPERTY TAX PARCEL: 052005-1-032

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **CITY OF AUBURN, a municipal corporation** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC.**, a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in Pierce County, Washington:

REFER TO EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A
PART HEREOF;

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

An Easement Area _____ feet in width having _____ feet of such width on each side of a centerline described as follows:

THE NORTH SIXTY (60) FEET OF THE EAST FORTY (40) FEET OF THE HEREIN DESCRIBED REAL PROPERTY.

1. Purpose. Grantee shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

4. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

5. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

6. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of

the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this _____ day of _____, 2009.

GRANTOR:

CITY OF AUBURN

BY: _____

ITS: _____

STATE OF WASHINGTON)

COUNTY OF _____

) ss
)

On this _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ (title, position), of **CITY OF AUBURN**, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of **CITY OF AUBURN** for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said **CITY OF AUBURN**.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
Residing at _____
My Appointment Expires: _____

Notary seal, text and all notations must not be placed within 1" margins

EXHIBIT "A"
(Legal Description)

THOSE PORTIONS OF SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

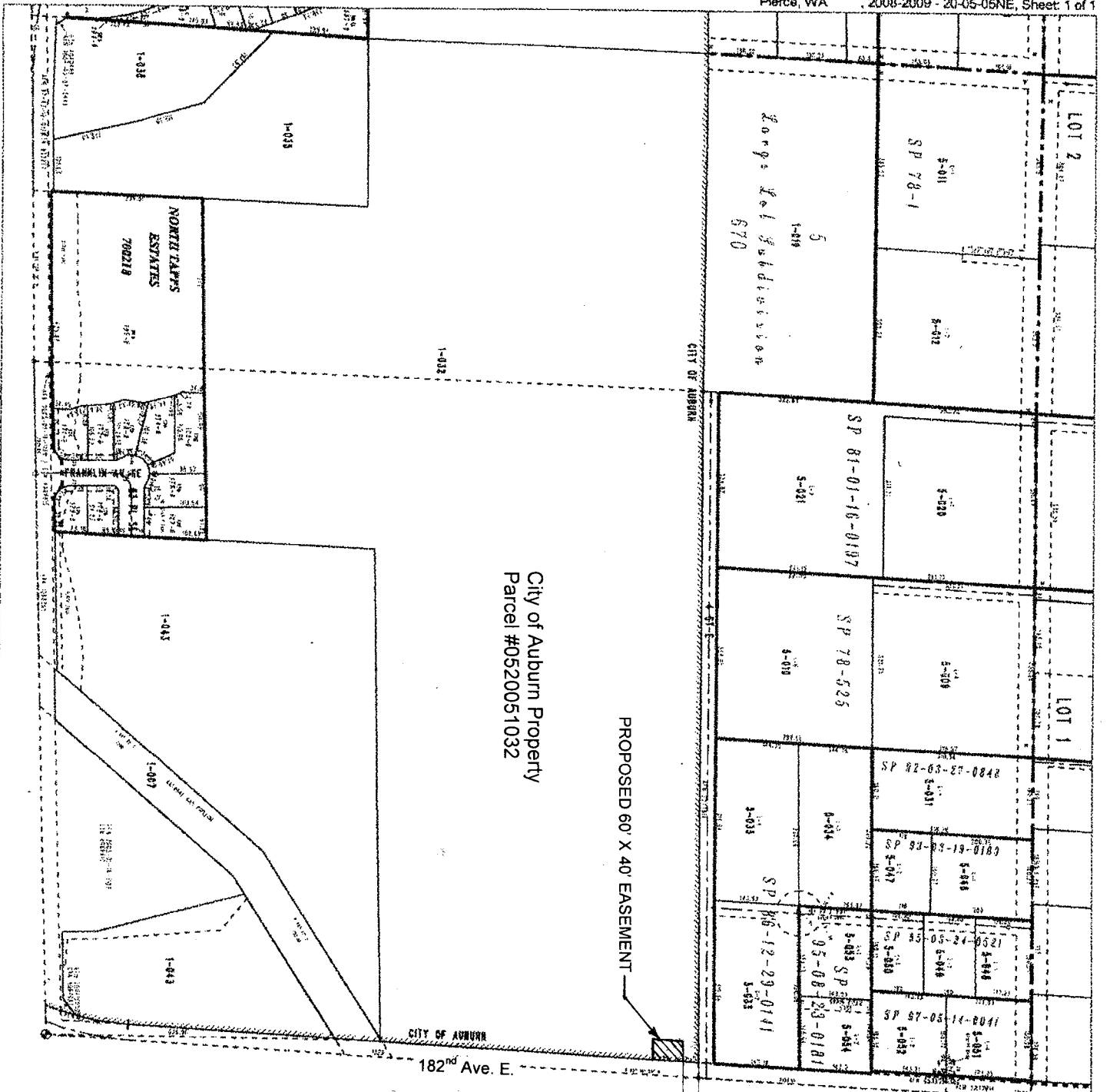
THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER EXCEPTING THEREFROM; THE EAST 30.00 FEET THEREOF CONVEYED TO PIERCE COUNTY WITHIN DEED RECORDED UNDER AFN 2277811 AND ALSO EXCEPTING THEREFROM ANY PORTION CONVEYED TO EL PASO NATURAL GAS COMPANY BY DEED RECORDED UNDER AFN 2410280.

ALSO:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER, THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER.

EXCEPT ANY PORTION OF THE ABOVE DESCRIBED SUBDIVISIONS LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE NORTH 03°05'14" EAST 468.44 FEET ALONG THE WEST LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING; THENCE SOUTH 45°54'00" EAST 192.93 FEET; THENCE SOUTH 15°16'27" EAST 119.38 FEET; THENCE SOUTH 12°17'54" EAST 179.43 FEET TO THE NORTHERLY LINE OF LAKE TAPPS PARKWAY RIGHT-OF-WAY; THENCE NORTH 89°09'19" EAST ALONG SAID NORTHERLY LINE 101.63 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, BEING THE TERMINUS OF THIS LINE DESCRIPTION.



City of Auburn Property
Parcel #0520051032

PROPOSED 60' X 40' EASEMENT

CITY OF AUMURN
182nd Ave. E.

DATE OF MAP PRODUCTION: 11/12/97

44-26-25-



Public Services Building
2401 S. 35th Street, Room 142
Tulsa, Oklahoma 74106

Washburn, George. 1904. *Washburn, George*. 1904. 1904.



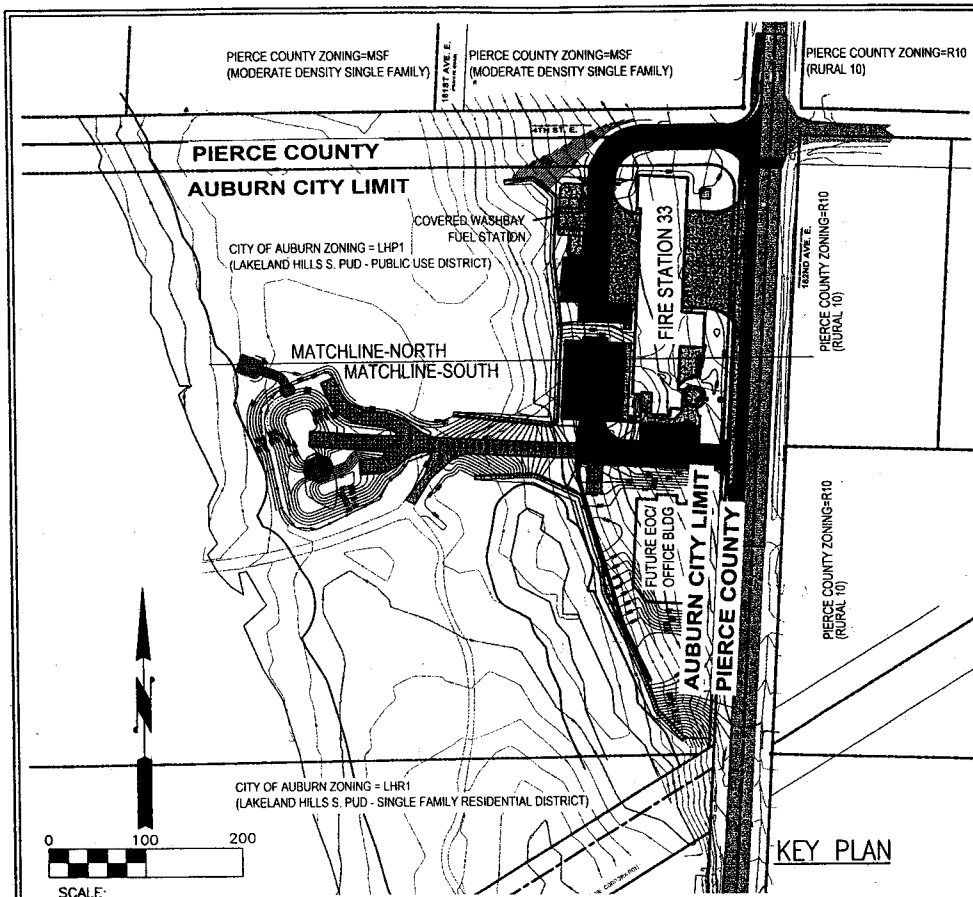
Pierce County
Assessor-Treasurer

THIS IS NOT A SURVEY
OR NOT USE DATA FOUND ON THIS DATA
WE ASSURE NO LIABILITY FOR ANY
ASCEINATED BY ACTUAL SURVEY
FOR ASSOCIATES USE ONLY

NEW FIRE STATION 33

A PORTION OF

SE 1/4 OF THE NE 1/4, SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.
PIERCE COUNTY, WASHINGTON



CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL NOTIFY ENGINEER IN THE EVENT OR DISCOVERY OF UNSUITABLE SOILS, OR DISCREPANCIES FROM THE PLANS AND EXISTING CONDITIONS.
2. NO PROPOSED SITE OR OFFSITE SIDEWALK OR HANDICAP RAMP SHALL EVER HAVE A CROSS SLOPE OF LESS THAN 0.5 PERCENT (ONLY THAT MINIMUM IN RARE CASES) NOR MORE THAN 2.0 PERCENT.
3. NO SITE SIDEWALK SHALL EVER HAVE A LONGITUDINAL SLOPE OF LESS THAN 0.5 PERCENT, NOR MORE THAN 2.0 PERCENT, BECAUSE IF IT DOES, IT IS DEFINED BY HANDICAP CODES A HANDICAP RAMP.
4. NO HANDICAP RAMP SHALL EVER HAVE A LONGITUDINAL SLOPE OF LESS THAN 0.5 PERCENT (ONLY THAT MINIMUM IN RARE CASES).
5. NO HANDICAP RAMP SHALL HAVE A SLOPE MORE THAN 2.0 PERCENT UNLESS.
 - A. IT IS THEN AT OR LESS THAN A SLOPE OF 5.0 PERCENT IF IT HAS NO HANDRAILS, AND THE RAMP ALSO HAS 30 INCHES VERTICALLY MAXIMUM BETWEEN LANDINGS OF AT LEAST 5.0 FEET BY 5.0 FEET THAT ARE AT NO MORE THAN 2.0 PERCENT SLOPE, OR
 - B. IT IS THEN AT OR LESS THAN A SLOPE OF 8.33 PERCENT (12H TO 1V) WITH HANDRAILS, AND THE RAMP ALSO HAS 30 INCHES VERTICALLY MAXIMUM BETWEEN LANDINGS OF AT LEAST 5.0 FEET BY 5.0 FEET THAT ARE NO MORE THAN 2.0 PERCENT SLOPE.
6. HANDICAP PARKING STALLS, AND THE LOADING AREAS BETWEEN THE STALLS SHALL HAVE A SLOPE OF NO LESS THAN 1.0 PERCENT IF CONCRETE (ONLY THAT MINIMUM IN RARE CASES), OR 1.0 PERCENT AND NO MORE THAN 2.0 PERCENT ON ASPHALT.
7. ALL CURBS, EXCEPT WHERE TRANSITIONING AT RAMPS, SHALL BE EITHER ZERO HEIGHT, OR 6 INCHES IN HEIGHT, UNLESS SPECIFICALLY CALLED OUT ON THE PLANS TO BE SOME DIFFERENT HEIGHT.
8. LANDSCAPE SLOPES SHALL NOT BE LESS THAN 2.0 PERCENT, NOR MORE THAN 3H TO 1V.
9. IF ANY ITEMS OF POSSIBLE CULTURAL OR HISTORIC SIGNIFICANCE ARE ENCOUNTERED DURING CONSTRUCTION ACTIVITIES, WORK SHALL BE HALTED IN AN AREA LARGE ENOUGH TO MAINTAIN INTEGRITY AND THE CITY AND THE STATE OFFICE OF ARCHEOLOGY AND HISTORIC PRESERVATION AND THE MUCKLESHOOT TRIBE SHALL BE IMMEDIATELY CONSULTED.